

<b>AWARD/CONTRACT</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4		<b>Page</b> 1 <b>Of</b> 20	
<b>2. Contract (Proc. Inst. Ident) No.</b> W56HZV-04-C-0113		<b>3. Effective Date</b> 2004FEB03		<b>4. Requisition/Purchase Request/Project No.</b> SEE SCHEDULE			
<b>5. Issued By</b> TACOM WARREN BLDG 231 AMSTA-AQ-ABGD REBECCA TABOR (586)753-2294 WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL  <b>e-mail address:</b> TABORR@TACOM.ARMY.MIL		<b>Code</b> W56HZV		<b>6. Administered By (If Other Than Item 5)</b> DCMA CENTRAL PENNSYLVANIA 201 PENN ST. SUITE 201 READING, PA 19601-4054  <b>SCD</b> C <b>PAS</b> NONE <b>ADP</b> PT HQ0337		<b>Code</b> S3912A	
<b>7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code)</b> ADVANCED COOLING TECHNOLOGIES INC. 1046 NEW HOLLAND AVENUE LANCASTER, PA. 17601-5688   TYPE BUSINESS: Other Small Business Performing in U.S.				<b>8. Delivery</b> <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
				<b>9. Discount For Prompt Payment</b>			
				<b>10. Submit Invoices (4 Copies Unless Otherwise Specified)</b>			<b>Item</b> 12
<b>Code</b> 3DTH3		<b>Facility Code</b>		<b>To The Address Shown In:</b>			
<b>11. Ship To/Mark For</b> SEE SCHEDULE		<b>Code</b>		<b>12. Payment Will Be Made By</b> DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266		<b>Code</b> HQ0337	
<b>13. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				<b>14. Accounting And Appropriation Data</b> ACRN: AA 21 42040000046N6N7EP665502255Y S20113 W56HZV			
<b>15A. Item No.</b> SEE SCHEDULE	<b>15B. Schedule Of Supplies/Services</b> CONTRACT TYPE: Firm-Fixed-Price		<b>15C. Quantity</b>		<b>15D. Unit</b>	<b>15E. Unit Price</b>	<b>15F. Amount</b>
				KIND OF CONTRACT: Research and Development Contracts			
<b>15G. Total Amount Of Contract</b>						\$69,956.92	
<b>16. Table Of Contents</b>							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	13
X	B	Supplies or Services and Prices/Costs	2	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	5	X	J	List of Attachments	20
X	D	Packaging and Marking	6	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	7		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	8				
X	G	Contract Administration Data	9				
X	H	Special Contract Requirements	11		L	Instrs., Conds., and Notices to Offerors	
					M	Evaluation Factors for Award	
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
<b>17.</b> <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				<b>18.</b> <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
<b>19A. Name And Title Of Signer (Type Or Print)</b>				<b>20A. Name Of Contracting Officer</b> JOHN M. HOPFNER HOPFNERJ@TACOM.ARMY.MIL (586)574-7070			
<b>19B. Name of Contractor</b>  By _____ (Signature of person authorized to sign)		<b>19c. Date Signed</b>		<b>20B. United States Of America</b>  By _____ /SIGNED/ (Signature of Contracting Officer)		<b>20C. Date Signed</b> 2004FEB03	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0113 MOD/AMD	Page 2 of 20
--------------------	---	--------------

Name of Offeror or Contractor: ADVANCED COOLING TECHNOLOGIES INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified				
0001AA	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: FY04 NEW PHI ADVANCED COOLIN PRON: E142C067EH PRON AMD: 02 ACRN: AA AMS CD: 665502M4055</p> <p>Contractor's First Progress, Status and Management Report</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 SEE SECTION F</p> <p>\$ 23,318.98</p>		LO		\$ 23,318.98
0001AB	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: FY04 NEW PHI ADVANCED COOLIN PRON: E142C067EH PRON AMD: 02 ACRN: AA AMS CD: 665502M4055</p> <p>Contractor's Second Progress, Status and Management Report</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 SEE SECTION F</p> <p>\$ 23,318.97</p>		LO		\$ 23,318.97

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0113 MOD/AMD	Page 3 of 20
--------------------	---	--------------

Name of Offeror or Contractor: ADVANCED COOLING TECHNOLOGIES INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: FY04 NEW PHI ADVANCED COOLIN PRON: E142C067EH PRON AMD: 02 ACRN: AA AMS CD: 665502M4055</p> <p>Contractor's Final Technical Report</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 SEE SECTION F</p> <p>\$ 23,318.97</p>		LO		\$ 23,318.97
0002	<p><u>SERVICES LINE ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>OPTION</u> This CLIN 0002 is an option, pursuant to clause H-13. CLIN 0002 is not currently funded or authorized for performance, but may later be authorized if the option is exercised by the PCO. In that event, the Contractor shall furnish all the supplies and services to accomplish the task(s) specified in Section C.1.2 of the contract. In the event the option is exercised, its value shall not exceed \$49,914.83.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		EA		\$ ** NSP **

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-04-C-0113 <b>MOD/AMD</b>	<b>Page</b> 4 <b>of</b> 20
<b>Name of Offeror or Contractor:</b> ADVANCED COOLING TECHNOLOGIES INC.		

B.1       The payments under this contract are to be in accordance with the subCLINs. SubCLINs 0001AA, 0001AB, and 0001AC are set up to pay the Contractor at the 2nd, 4th and 6th month, respectively, after contract award. If Option CLIN 0002 is exercised (ref. H.13) CLIN 0002 and SubCLINs 0002AA and 0002AB will be established to pay the Contractor, in two payments of \$24,957.42 and \$24,957.41, at the 2nd and 4th month after commencement of the option performance period. All payments are contingent upon TACOM receiving and approving a DD Form 250 (reference provision H-13 of the contract) for the report/addendum designated in each subCLIN. The contractor shall then submit the approved DD Form 250 to the payment office indicated in Block 12 on the face page of the contract in order to receive payment.

\*\*\* END OF NARRATIVE B 001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-04-C-0113 <b>MOD/AMD</b>	<b>Page</b> 5 <b>of</b> 20
<b>Name of Offeror or Contractor:</b> ADVANCED COOLING TECHNOLOGIES INC.		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE OF WORK

C.1.1 PHASE I: The contractor, acting as an independent contractor and not as an agent of the Government, shall provide the necessary personnel, facilities, materials and services to perform the effort described in Task 1 through Task 4, shown on pages 11 - 14 of the contractor's Proposal No. A032-0348, dated August 14, 2003, Small Business Innovation Research Program (SBIR), Topic Number A03-228, Proposal Title: Thermal Bus Technology for Next Generation Vehicles.

C.1.2 PHASE I OPTION: If the option is exercised, the contractor, acting as an independent contractor and not as an agent of the Government, shall provide the necessary personnel, facilities, materials and services to perform the effort described in Task 1 through 4, shown on page 18 - 19 of the contractor's Proposal No. A032-0348, dated August 14, 2003, Small Business Innovation Research Program (SBIR), for Topic Number A03-228, Proposal Title: Thermal Bus Technology for Next Generation Vehicles.

C.2 Deliverables:

C.2.1 The contractor shall submit progress reports on all work completed to date, on a bi-monthly basis for a total of two (2) reports in Phase I and a total of one (1) report in the Phase I Option, (if the Option is exercised), in accordance with CDRL Data Item A001 of EXHIBIT A. The contractor shall submit the two (2) Progress Reports in Phase I at the end of the 2nd and 4th month of effort. The contractor shall submit one (1) Progress Report at the end of the 2nd month of the Phase I Option. The contractor shall submit the Progress Reports to the Government by email, as described in Data Item A001.

C.2.2 The contractor shall prepare and submit to the Government one (1) Final Report at the end of Phase I and one (1) Final Report at the end of the Phase I Option, (if the Option is exercised) each addressing all of the technical information in C.1. The Final Reports shall be submitted in accordance with CDRL Data Item A002 of EXHIBIT A. The contractor shall submit the Final Reports electronically to the Government, in Microsoft Word (or compatible software) on a floppy disk, CD ROM or ZIP Disk.

C.3 Meetings:

C.3.1 The contractor shall initiate and coordinate a start-of-work meeting to be held at TACOM, with the COTR within two (2) weeks after the contract award.

C.3.2 The contractor shall initiate, coordinate and host program review meetings at TACOM, to be held at the end of the 3rd and 6th months of performance of Phase I. The start of work meeting for the Phase I Option (if the option is later exercised) may be combined with the final program review Phase 1 meeting.

\*\*\* END OF NARRATIVE C 001 \*\*\*

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 6 of 20
	PIIN/SIIN W56HZV-04-C-0113	MOD/AMD	
Name of Offeror or Contractor: ADVANCED COOLING TECHNOLOGIES INC.			

SECTION D - PACKAGING AND MARKING

PACKAGING AND MARKING

D.1 Packaging and Packing

All items deliverable under this contract shall be delivered electronically to the Contracting Officer's Technical Representative, Mr. Paul Rogers, AMSRD-TAR-R, RogersP@tacom.army.mil. and the Contract Specialist, Rebecca Tabor, AMSTA-AQ-ABGD, TaborR@tacom.army.mil.

D.2 Marking

All technical data (reports) delivered electronically under this contract shall be marked with the contract number, prime contractor name and address and where applicable, the name and address of the subcontractor who generated the data.

\*\*\* END OF NARRATIVE D 001 \*\*\*

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 7 of 20
	PIIN/SIIN W56HZV-04-C-0113	MOD/AMD	
Name of Offeror or Contractor: ADVANCED COOLING TECHNOLOGIES INC.			

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR/1984
E-2	52.246-4030 (TACOM)	INSPECTION POINT: DESTINATION	AUG/1994

We'll make our Procurement Quality Assurance inspection at the destination(s) listed in the Schedule. We'll be checking the supplies to make sure they conform with applicable drawings and specifications.

[End of Clause]

E-3	52.246-4031 (TACOM)	ACCEPTANCE POINT: DESTINATION	AUG/1994
-----	------------------------	-------------------------------	----------

The Government will accept the supplies at the destination(s) listed in the Schedule.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 8 of 20
	PIIN/SIIN W56HZV-04-C-0113MOD/AMD	
Name of Offeror or Contractor: ADVANCED COOLING TECHNOLOGIES INC.		

SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991

DELIVERIES OR PERFORMANCE

- F.1 Delivery
- F.1.1 All items (reports) called for in the Contract shall be delivered electronically to the following addressees:  
  
RogersP@tacom.army.mil  
TaborR@tacom.army.mil
- F.1.2 Delivery of Data set forth in the Contract shall be in accordance with the Contract Data Requirements List, DD Form 1423.
- F.2 Performance - CLIN 0001
- F.2.1 The period of performance shall be six (6) months from date of award, including submission of final technical report.
- F.2.2 The Contractor shall submit the Draft Technical Report five (5) months and one (1) week after contract award. The Government will review the draft technical report and return it to the Contractor within seven (7) days of receipt. The Contractor shall submit the Final Technical Report within fourteen (14) days after receipt of draft comments/approval. Acceptance of final report will constitute completion of the basic Phase I contract.
- F.3 Performance (Option) - CLIN 0002
- F.3.1 The period of performance shall be four (4) months from the date of award (if awarded after the basic contract performance period), or four (4) months after the end of the basic contract performance period (if awarded before the end of the basic contract), including submission of the Addendum to the Final Technical Report.
- F.3.2 The Contractor shall submit an Interim Technical Report 2 months after commencement of the option performance period, in accordance with C.2.1. The contractor shall submit the Draft Addendum to the Final Technical Report three (3) months and one (1) week after commencement of the option performance period. The Government will review the draft addendum and return it to the Contractor within seven (7) days of receipt. The Contractor shall submit the final addendum within fourteen (14) days after receipt of draft comments/approval. Acceptance of final addendum will constitute final contract completion.

\*\*\* END OF NARRATIVE F 001 \*\*\*



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-04-C-0113 <b>MOD/AMD</b>	<b>Page</b> 9 <b>of</b> 20
<b>Name of Offeror or Contractor:</b> ADVANCED COOLING TECHNOLOGIES INC.		

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	ACRN	STAT	OBLG	ACCOUNTING CLASSIFICATION	JOB ORDER	ACCOUNTING STATION	OBLIGATED AMOUNT
	E142C067EH	AA	1	21	42040000046N6N7EP665502255Y S20113	42C067	W56HZV \$	23,318.98
	665502M4055							
0001AB	E142C067EH	AA	1	21	42040000046N6N7EP665502255Y S20113	42C067	W56HZV \$	23,318.97
	665502M4055							
0001AC	E142C067EH	AA	2	21	42040000046N6N7EP665502255Y S20113	42C067	W56HZV \$	23,318.97
	665502M4055							
							TOTAL \$	69,956.92

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	21 42040000046N6N7EP665502255Y S20113	W56HZV	\$ 69,956.92
			TOTAL	\$ 69,956.92

Regulatory Cite	Title	Date
G-1	52.242-4016 COMMUNICATIONS (TACOM)	MAY/2000

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Mr. Paul Rogers  
e-mail: RogersP@tacom.army.mil

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Ms. Beverly Hummel  
e-mail: Beverly.Hummel@dcma.mil

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-2	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
-----	--------------	--------------------------------------	----------

(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-3	52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2003
-----	------------------------	------------------------	----------

The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-04-C-0113 <b>MOD/AMD</b>	<b>Page 10 of 20</b>
<b>Name of Offeror or Contractor:</b> ADVANCED COOLING TECHNOLOGIES INC.		

[http://www.usapa.army.mil/pdffiles/r360\\_1.pdf](http://www.usapa.army.mil/pdffiles/r360_1.pdf)

[End of clause]  
 \*\*\*

G-4 (TACOM) SPECIAL PAYING INSTRUCTIONS: PAY OLDEST MONEY FIRST (MAR 2000)

This contract currently is funded (or later will be funded) by two or more separate funding documents, as shown in Section G of the contract by the presence of more than one long-line accounting classification for the Contract Line Item Numbers (CLINs) in the contract schedule. The funding represents (or later will represent) appropriations made available for obligation in more than one fiscal year.

In order for disbursements under the contract to be paid appropriately, the following requirements apply to the paying office:

The PAYING OFFICE: shall determine the total amount requested on each invoice or payment voucher received against the contract. Each payment shall be made against the oldest funding line(s) in the contract for which funds remain available. If the oldest fiscal year is represented by two or more accounting lines that still contain funds, payment shall be made equally against all accounting lines representing the oldest fiscal year until such lines are completely disbursed.

First example: the contract includes one accounting line from fiscal year 2003 and two accounting lines from fiscal year 2004. Result: disbursements against new invoices are made on the fiscal 2003 accounting line until it is completely disbursed, before any disbursements are made against the fiscal year 2004 accounting lines. Once disbursements start against the fiscal year 2004 lines, those payments will be split equally between the two available fiscal 2004 lines.

Second example: the contract includes four accounting lines from fiscal year 2003 and one accounting line from fiscal year 2004. Result: disbursements against new invoices are made and recorded equally against each of the four fiscal 2003 accounting lines. If one of the 2003 accounting lines becomes completely disbursed but money remains available on other 2003 lines, then payment on subsequent invoices will be made and recorded equally among the remaining 2003 lines until they become completely disbursed, before disbursements are made against the fiscal year 2004 line.

\*\*\*

\*\*\* END OF NARRATIVE G 001 \*\*\*

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0113 MOD/AMD	Page 11 of 20
Name of Offeror or Contractor: ADVANCED COOLING TECHNOLOGIES INC.		

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-3	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-4	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-5	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-6	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-7	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	SEP/1999
H-8	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-9	252.246-7001	WARRANTY OF DATA	DEC/1991
H-10	252.227-7039	PATENTS -- REPORTING OF SUBJECT INVENTIONS	APR/1990

The Contractor shall furnish the Contracting Officer the following:

(a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.

(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.

(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

H-11	52.204-4005 (TACOM)	REQUIRED USE OF ELECTRONIC CONTRACTING	DEC/2002
------	------------------------	--	----------

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: [http://contracting.tacom.army.mil/awards\\_official.htm](http://contracting.tacom.army.mil/awards_official.htm)  
Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>  
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>  
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-04-C-0113 <b>MOD/AMD</b>	<b>Page 12 of 20</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:** ADVANCED COOLING TECHNOLOGIES INC.

initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idg@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.  
[End of Clause]

H-12	52.246-4026	LOCAL ADDRESSES FOR DD FORM 250	MAR/2002
	(TACOM)		

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:  
  
DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:  
  
(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmision. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>  
  
[End of Clause]

SPECIAL PROVISIONS

H.13      Option CLIN 0002

H.13.1      The Government shall have the unilateral right to exercise an option for the effort described in C.1.2. The Government may exercise this option at any time after contract award but no later than nine (9) months after contract award. If exercised, the option effort will be awarded on a firm fixed price basis for \$49,914.83. The period of performance of the option effort will be four (4) months.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 13 of 20
	PIIN/SIIN W56HZV-04-C-0113	MOD/AMD	
Name of Offeror or Contractor: ADVANCED COOLING TECHNOLOGIES INC.			

SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-12	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-13	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-14	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-15	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-17	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-18	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-19	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-20	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-21	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-22	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-23	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-24	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-25	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-26	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-27	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2003
I-28	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-29	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-30	52.227-20	RIGHTS IN DATA - SBIR PROGRAM	MAR/1994
I-31	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-32	52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR/1984
I-33	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-34	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-35	52.232-11	EXTRAS	APR/1984
I-36	52.232-17	INTEREST	JUN/1996
I-37	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-38	52.232-25	PROMPT PAYMENT	FEB/2002
I-39	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-40	52.233-1	DISPUTES	JUL/2002
I-41	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-42	52.242-13	BANKRUPTCY	JUL/1995
I-43	52.243-1	CHANGES--FIXED-PRICE (ALTERNATE V (APR 1984))	AUG/1987
I-44	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-45	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-46	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-47	52.249-9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	APR/1984
I-48	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-49	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-50	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 14 of 20
	PIIN/SIIN W56HZV-04-C-0113	MOD/AMD	
Name of Offeror or Contractor: ADVANCED COOLING TECHNOLOGIES INC.			

	Regulatory Cite	Title	Date
I-51	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-52	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-53	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-54	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-55	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-56	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-57	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-58	252.227-7018	RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE-- SMALL BUSINESS INNOVATIVE RESEARCH (SBIR) PROGRAM	JUN/1995
I-59	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-60	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-61	252.227-7034	PATENTS--SUBCONTRACTS	APR/1984
I-62	252.235-7010	ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER	MAY/1995
I-63	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-64	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-65	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-66	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-67	52.243-7	NOTIFICATION OF CHANGES	APR/1984

(a) Definitions. Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer. Specifically authorized representative (SAR), as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 30 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) the date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W56HZV-04-C-0113      MOD/AMD</p>	<p style="text-align: center;"><b>Page 15 of 20</b></p>
--	--	---

**Name of Offeror or Contractor:** ADVANCED COOLING TECHNOLOGIES INC.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders, and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

- (i) In the contract price or delivery schedule or both; and
  - (ii) In such other provisions of the contract as may be affected.
- (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

[End of Clause]

I-68      52.252-6      AUTHORIZED DEVIATIONS IN CLAUSES      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-69      252.204-7004      REQUIRED CENTRAL CONTRACTOR REGISTRATION      NOV/2001

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0113 MOD/AMD	Page 16 of 20
Name of Offeror or Contractor: ADVANCED COOLING TECHNOLOGIES INC.		

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-70 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA

MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material;



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-04-C-0113 <b>MOD/AMD</b>	<b>Page 17 of 20</b>
<b>Name of Offeror or Contractor:</b> ADVANCED COOLING TECHNOLOGIES INC.		

equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

- (b)
- (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
  - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
    - (i) This contract is a construction contract; or
    - (ii) The supplies being transported are-
      - (A) Noncommercial items; or
      - (B) Commercial items that-
        - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
        - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
        - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
- (1) U.S.-flag vessels are not available for timely shipment;
  - (2) The freight charges are inordinately excessive or unreasonable; or
  - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--
- (1) Type, weight, and cube of cargo;
  - (2) Required shipping date;
  - (3) Special handling and discharge requirements;
  - (4) Loading and discharge points;
  - (5) Name of shipper and consignee;
  - (6) Prime contract number; and
  - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--
- (1) Prime contract number;

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-04-C-0113 <b>MOD/AMD</b>	<b>Page 18 of 20</b>
<b>Name of Offeror or Contractor:</b> ADVANCED COOLING TECHNOLOGIES INC.		

- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT	QUANTITY	TOTAL
DESCRIPTION	LINE ITEMS		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-71      252.247-7024      NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA      MAR/2000

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

- (1) Shall notify the Contracting Officer of that fact; and
- (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-04-C-0113 <b>MOD/AMD</b>	<b>Page 19 of 20</b>
<b>Name of Offeror or Contractor:</b> ADVANCED COOLING TECHNOLOGIES INC.		

(1) In all subcontracts hereunder, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that-

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 20 of 20
	PIIN/SIIN W56HZV-04-C-0113	MOD/AMD	

Name of Offeror or Contractor: ADVANCED COOLING TECHNOLOGIES INC.

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 001	CONTRACT DATA REQUIREMENTS LIST (CDRL) DD FORM 1423			

CONTRACT DATA REQUIREMENT LIST

Form Approval OMB No. 0704-0188 Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: D. SYSTEM/ITEM.....: A  
B. EXHIBIT .....: A E. CONTRACT/PR NO.: W56HZV-04-C-0113  
C. CATEGORY.....: F. CONTRACTOR.....: Advanced Cooling Technologies, Inc.  
1. DATA ITEM NO. ....: A001  
2. TITLE OF DATA ITEM: Contractor's Progress, Status, and Management Report  
3. SUBTITLE .....: Phase I Progress Reports  
4. AUTHORITY .....: DI-MGMT-80227  
5. CONTRACT REFERENCE: Section C  
6. REQUIRING OFFICE .....: AMSTA-TR-(N) 7. DD250 REQ .....: DD 8. APP CODE.....:   
9. DIST. STATEMENT REQUIRED.: 10. FREQUENCY .....: See Block 16  
11. AS OF DATE .....: See Block 16 12. DATE OF FIRST SUB.: See Block 16  
13. DATE OF SUBS. SUB...: See Block 16  
14. DISTRIBUTION A. ADDRESSEES B. COPIES: DRAFT FINAL  
Paul Rogers, Contracting Officer's Representative (COR), E-mail: RogersP@tacom.army.mil 1  
Rebecca Tabor, Contract Specialist, E-Mail: TaborR@tacom.army.mil 1  
Beverly Hummel, Administrative Contracting Officer (ACO), E-mail: Beverly.Hummel@dcma.mil 1  
15. TOTAL: 3\*  
\* In distributing the electronic report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to Paul Rogers  
Rebecca Tabor, and Beverly Hummel.  
16. REMARKS:

a. Basic Period: The Contractor shall deliver two (2) progress reports in the Phase I, Basic Period: the first report by two (2) months after the contract award date, and the second report by four (4) months after the contract award date.

b. Option Period: The Contractor shall deliver one (1) progress report within the option performance period. If the Government exercises the option before the end of the Phase I Basic Period, the Contractor shall deliver one (1) progress report sixty (60) days from the end of the Phase I Basic Period. If the Government exercises the option after the end of the Phase I Basic Period, the Contractor shall deliver one (1) progress report within sixty (60) days after the option exercise date.

c. These instructions apply to both Basic Period and Option Period Progress Reports: Complete the reports in accordance with (IAW) Data Item Description (DID) DI-MGMT-80227, "Contractor's Progress, Status, and Management Report." The COR is responsible for accepting or rejecting the "Contractor's Progress, Status, and Management Reports." See DID DI-MGMT-80227, at the internet address below, for instructions on completing the required report. <http://astimage.daps.dla.mil/docimages/0001\48\17\DI80227.PD8>

d. Prepare the reports in the Contractor's format. Submit the reports using any of the following electronic formats:

(1) Files readable using these Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.

(4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to [amsta-idq@tacom.army.mil](mailto:amsta-idq@tacom.army.mil), to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft report's due date. All alternate methods must be at no cost to the Government.

NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.

(b) Files may be read-only, password protected.

e. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media include 100 or 250 Megabyte Zip\*-disk, 3.5 inch disk, or 650 megabyte CD ROM. Identify the software application and version used to create each file submitted.

(1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 100 or 250 MEGABYTE ZIP\*-DISK, 3.5 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label and all submitted disks with the Contract number, the Contractor's name and address, and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and 100 megabyte Zip\*-disk.

\* Registered Trademark

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE :

1. DATA ITEM NO. ....: A002  
2. TITLE OF DATA ITEM: Scientific and Technical Reports  
3. SUBTITLE ..... : Phase I Draft and Final Technical Reports  
4. AUTHORITY .....: DI-MISC-80711A  
5. CONTRACT REFERENCE: Section C  
6. REQUIRING OFFICE .....: AMSTA-TR-(N)  
7. DD250 REQ .....: DD  
8. APP CODE .....: 9. DIST. STATEMENT REQUIRED.: 10. FREQUENCY .....: See Block 16  
11. AS OF DATE .....: See Block 16 12. DATE OF FIRST SUB: See Block 16  
13. DATE OF SUBS. SUB.: See Block 16  
14. DISTRIBUTION A. ADDRESSEES B.COPIES: DRAFT FINAL  
Paul Rogers, Contracting Officer's Representative (COR), E-mail: RogersPW@tacom.army.mil) 1 1  
Rebecca Tabor, Contract Specialist, E-mail: TaborR@tacom.army.mil 1  
Beverly Hummel, Administrative Contracting Officer (ACO), E-mail: Beverly.Hummel@dcma.mil 1  
15. TOTAL: 1 3\*  
\* In distributing electronic copies of the final report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to Paul Rogers, Rebecca Tabor, and Beverly Hummel.  
16. REMARKS:

a. Basic Period: The Contractor shall deliver one (1) draft "Scientific and Technical Report," five (5) months and one (1) week after contract award. The draft report shall include a completed Standard Form (SF) 298 (Report Documentation Page) as the report's cover sheet. The COR shall review the draft report and return it to the Contractor within seven (7) days of receipt with comments. The Contractor shall submit one (1) final "Scientific and Technical Report" (with the completed SF 298) within fourteen (14) days after receipt of draft comments.

b. Option Period: If the Government exercises the option. The Contractor shall deliver one (1) draft "Scientific and Technical Report" (with a completed SF 298) within three (3) months and one (1) week after the commencement of the option period. The COR shall review the draft report and return it to the Contractor within seven (7) days of receipt with comments. The Contractor shall submit one (1) final "Scientific and Technical Report" (with the completed SF 298) within fourteen (14) days of receipt of draft comments.

Note: The Phase I, Option Period "Scientific and Technical Report" can be an addendum to the Phase I, Basic Period "Scientific and Technical Report," but it must discuss the work accomplished during the Phase I, Option Period, and explain how the Option Period effort ties into the Basic Period work and the planned Phase II effort.

c. These instructions apply to both Basic Period and Option Period Technical Reports: Complete the reports IAW DID DI-MISC 80711A, "Scientific and Technical Reports."  
The COR is responsible for accepting or rejecting the draft and final reports, and for submitting the approved final report to the Defense Technical Information Center (DTIC), in Ft. Belvoir, VA. See the data item description (DI-MISC-80711A), at the internet address below, for instructions on completing the required report. (Note Tailoring: Insert tailoring instructions, if any)  
<http://astimage.daps.dla.mil/docimages/0002\27\88\80711A.PD4>

You may download the SF 298 form, from the following internet address: <http://www.dtic.mil/dtic/forms/sf298template.doc>

You may download basic instructions for completing the SF 298 form, from the following internet address:

[http://www.dtic.mil/dtic/forms/SF298\\_MS67.doc](http://www.dtic.mil/dtic/forms/SF298_MS67.doc)

Here are some additional instructions for completing the SF 298 form, that apply when submitting reports under the SBIR Program:

For each unclassified report, the Contractor shall fill in Block 12a (Distribution/Availability Statement) of the SF 298 with one of the following statements:

- (a) Approved for public release; distribution unlimited.
- (b) Distribution authorized to U.S. Government Agencies only; contains proprietary information

Note: After reviewing the Contractor's entry in Block 12a, TACOM has final responsibility for assigning a distribution statement.

Block 13 (Abstract) of the SF 298 must include the first sentence, "Report developed under SBIR contract for topic (insert topic number)." The abstract must identify the purpose of the work and briefly describe the work carried out, the finding or results, and the potential applications of the effort. Since the Department of Defense (DOD) will be publishing the abstract, it must not contain any proprietary or classified data.

Block 14 (Subject Terms) of the SF 298 must include the term "SBIR Report."

d. Prepare the reports in the Contractor's format. Submit the reports using any of the following electronic formats:

(1) Files readable using these Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.

(4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to [amsta-idq@tacom.army.mil](mailto:amsta-idq@tacom.army.mil), to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft report's due date. All alternate methods must be at no cost to the Government.

NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.

(b) Files may be read-only, password protected.

e. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media include 100 or 250 Megabyte Zip\*-disk, 3.5 inch disk, or 650 megabyte CD ROM. Identify the software application and version used to create each file submitted.

(1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 100 or 250 MEGABYTE ZIP\*-DISK, 3.5 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label and all submitted disks with the Contract number, the Contractor's name and address, and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and 100 megabyte Zip\*-disk.

\* Registered Trademark

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE: